



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 15, 2007

IN REPLY PLEASE  
REFER TO FILE: **LD-0**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**GUYON AVENUE/AVENUE S-2 STREET IMPROVEMENTS  
DEVELOPER-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
4 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of the Board to sign the enclosed Cooperative Agreement with Antelope Valley Airport Express (AVAE) for a project to reconstruct and widen Guyon Avenue from Avenue S to Avenue S-2 and to construct Avenue S-2 from Guyon Avenue to 300 feet east of Guyon Avenue. The Agreement provides for AVAE to construct the project. The total project cost is currently estimated to be \$225,000 with AVAE's share estimated at \$78,000 and the County's share not to exceed \$147,000, based on review and approval of a final invoice.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

AVAE is an Airport Shuttle and Charter Bus operator that is constructing a new facility at the corner of Avenue S and Guyon Avenue to better serve the community. Last calendar year, AVAE performed over 800 charters, 300 of which provided charter services for schools in the high desert area. In addition, they completed 2,548 trips to Los Angeles Airport thereby reducing congestion on the highways.

On June 3, 2003, your Board approved Conditional Use Permit (CUP) No. 00-119(5) to AVAE for the development of the new facility. One of the conditions of the CUP is the construction of street improvements on Guyon Avenue from Avenue S to Avenue S-2 and on Avenue S-2 from Guyon Avenue to 300 feet east of Guyon Avenue prior to occupancy of the property.

AVAE has experienced problems completing the construction of the street improvements along Guyon Avenue and has not been able to occupy the new building on the property. Public Works has determined that the problem can be solved by removing and replacing the existing pavement on the east side of Guyon Avenue. AVAE has indicated that the additional costs required to implement this solution may jeopardize its ability to complete the work and occupy the property.

Your Board's approval of the enclosed Agreement will enable the street improvements to be completed and, thereby, facilitate AVAE's commencement of operations on the property.

#### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence by improving Guyon Avenue and Avenue S-2. The services provided by the transit service will benefit residents of the unincorporated area and adjacent cities and improve their quality of life.

#### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$225,000. AVAE's share is estimated at \$78,000, and the County's share shall not exceed \$147,000. The County's actual share will be based on review and approval of a final invoice. Funding for this project is included in the Fiscal Year 2006-07 Road Fund Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Guyon Avenue is a public road, maintained by the County.

The improvements to Guyon Avenue required by the CUP included the construction of new curb and gutter and additional pavement as necessary to join the existing pavement along Guyon Avenue. During construction of the improvements to Guyon Avenue by AVAE, the new curb and gutter was built 2-3 inches too low with respect to the existing edge of pavement. As a result, the cross slope of the roadway is too steep to meet Public Works' standards.

To resolve this issue, Public Works is proposing that AVAE repave Guyon Avenue from the centerline of the street to the new curb and gutter and, thereby, decrease the cross slope of the roadway.

Public Works believes that AVAE may not have the financial resources to enable it to absorb the increased scope of work and construction costs associated with repaving Guyon Avenue to meet the County's design standards. If AVAE was not allowed to commence business operations on the property because they could not complete the improvements to Guyon Avenue, the community would be deprived of a beneficial public service and the County would be deprived of the additional tax revenues generated by AVAE's increase in service.

The enclosed Agreement represents a fair and equitable solution of this issue. Under the Agreement, which has been approved as to form by County Counsel, the County will contribute an amount not to exceed \$147,000, based on review and approval of a final invoice. AVAE will construct the project and finance the project costs in excess of the County's contribution.

#### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On June 3, 2003, your Board approved CUP No. 00-119(5) and Zone Change Ordinance 2003-0032Z including a Negative Declaration for the project.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

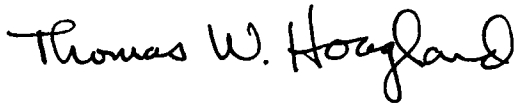
There will be no impacts on current services, and the proposed improvements are needed and of general County interest.


The Honorable Board of Supervisors  
May 15, 2007  
Page 4

**CONCLUSION**

Enclosed are two copies of the Agreement, which have been approved by AVAE and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked OWNER ORIGINAL to Public Works for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



 DONALD L. WOLFE  
Director of Public Works

SDS:la

P:\dpub\NEWHALL\VAE AGREEMENT Board letter w\_cc rev.doc

Enc.

cc: Chief Administrative Office  
County Counsel

## AGREEMENT

THIS AGREEMENT, made and entered into by and between Antelope Valley Airport Express, a Limited Partnership, a California Corporation (hereinafter referred to as OWNER) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

### WITNESSETH

WHEREAS, OWNER is the fee owner of property identified by Assessor Identification No. 3054-020-028, located at the southeast corner of Avenue S and Guyon Avenue (hereinafter referred to as PROPERTY);

WHEREAS, OWNER operates an airport shuttle and charter bus service business and has obtained a Conditional Use Permit (CUP) No. 00-119(5) from COUNTY for the development and use of a new facility on PROPERTY at which to operate this business; and

WHEREAS, CUP No. 00-119(5) was conditioned to construct street improvements on Guyon Avenue from Avenue S to Avenue S-2 and street improvements on Avenue S-2 from Guyon Avenue to 300 feet east of Guyon Avenue, as depicted on the plans approved by COUNTY in connection with CUP No. 00-119(5), prior to occupancy of PROPERTY; and

WHEREAS, OWNER and COUNTY desire to expand the scope of the improvements to Guyon Avenue beyond those depicted on the previously approved plans; and

WHEREAS, the expanded scope of the improvements will consist of constructing additional roadway pavement, driveways, and planting of street trees, as depicted on the road improvement plans approved by the County of Los Angeles Department of Public Works on August 2, 2006, and any approved revisions thereafter (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the jurisdictional boundaries of unincorporated COUNTY area; and

WHEREAS, PROJECT is of general interest to COUNTY; and

WHEREAS, PROJECT is currently estimated by COUNTY to cost Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) with COUNTY'S share being One Hundred Forty-seven Thousand and 00/100 Dollars (\$147,000.00) and OWNER'S share being Seventy-eight Thousand and 00/100 Dollars (\$78,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by OWNER and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1. **DEFINITIONS:**

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of construction contract, required materials, detour, signing and striping, labor for construction, construction bonding, construction survey and utility relocation, and all other work necessary to construct PROJECT in accordance with the approved plans.

2. **OWNER AGREES:**

- a. Before obtaining construction bids, to apply for and obtain from COUNTY all necessary permits authorizing OWNER to construct PROJECT within COUNTY highway right of way.
- b. To construct PROJECT within three (3) months of the execution of this AGREEMENT by COUNTY unless COUNTY agrees to a time extension at COUNTY'S discretion.
- c. To finance the COST OF PROJECT in excess of COUNTY'S contribution specified in paragraph 3.a., below.
- d. To maintain Avenue S-2 in good condition at OWNER'S sole expense.

3. **COUNTY AGREES:**

- a. To contribute an amount up to One Hundred Forty-seven Thousand and 00/100 Dollars (\$147,000.00) toward the COST OF PROJECT. OWNER is to submit a final invoice for PROJECT to determine COUNTY'S share. In no case shall COUNTY'S share and payment exceed \$147,000.
- b. To issue a temporary Certificate of Occupancy upon the execution of this Cooperative Agreement.
- c. Upon completion and final acceptance of road improvements on Guyon Avenue, to maintain in good condition and at COUNTY'S expense all improvements constructed on Guyon Avenue.

- d. To pay OWNER, upon completion of PROJECT, as determined by COUNTY'S inspector, the amount set forth in Section 3.a., above. The orders of COUNTY'S inspector or other representative to OWNER, or any person in charge of construction, shall prevail and be final.
- e. To issue a Certificate of Occupancy for PROPERTY upon completion and acceptance of PROJECT.

**4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

- a. COUNTY'S contribution to PROJECT under this AGREEMENT is intended as partial funding only of that portion of PROJECT related to Guyon Avenue. OWNER, at its sole cost and expense, will fund all of the work related to PROJECT including all work to Avenue S-2.
- b. The orders of COUNTY'S inspector or other representative to OWNER, or any person in charge of construction, shall prevail and be final. This AGREEMENT shall run with the land and shall be binding upon OWNER and OWNER'S successors or assigns.
- c. All work done by OWNER will be subject to inspection and approval by COUNTY.
- d. OWNER shall indemnify, defend, and hold harmless COUNTY, its Special District, elected and appointed officers, employees, and agents from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with OWNER'S acts and/or omissions arising from and/or relating to this AGREEMENT.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and OWNER. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of COUNTY'S Director of Public Works and OWNER'S President or their delegates.

- OWNER:**

**COUNTY:**

Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

Page 4 of 5

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the OWNER on \_\_\_\_\_, 2007, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES

ATTEST:

BY \_\_\_\_\_  
Chairman, Board of Supervisors

SASHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

ANTELOPE VALLEY AIRPORT EXPRESS  
A Limited Partnership  
A California Corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_

## FOR COUNTY USE ONLY

State of California }

County of Los Angeles }

On APRIL 3, 2007 before me, CONNY B. McCORMACK,  
Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared  
THOMAS LEE MILLER, PRESIDENT

\_\_\_\_\_, personally know to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
persons, or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have here set my hand.

CONNY B. McCORMACK, REGISTRAR-RECORDER/  
COUNTY CLERK of the County of Los Angeles

By \_\_\_\_\_

Deputy County Clerk

THIS ACKNOWLEDGEMENT IS ATTACHED  
TO THE FOLLOWING DOCUMENT:

Title of document: GUYON AVENUE/AVENUE 5-2 STREET IMPROVEMENTS  
CUP No. 00-119(S)

Number of pages: 5

Date: \_\_\_\_\_

